

Articles of Association
of
Biotest GmbH & Co. KGaA
(“Company”)

General Provisions

1 Company, registered office, duration

- 1.1 The partnership limited by shares has the name
Biotest GmbH & Co. KGaA.
- 1.2 The Company’s registered office is Dreieich.
- 1.3 The Company is established for an indefinite period of time.

2 Object of the Company

- 2.1 The object of the Company is – in particular using the trademark "Biotest" – the development, manufacture, and distribution of biological, chemical, pharmaceutical, human and veterinary medical, cosmetic, and dietary products, as well as containers, equipment, machines, and accessories for medical, pharmaceutical, and analytical purposes, as well as research in these fields. Furthermore, the Company's activities (in particular research, development, manufacture, and distribution) in the field of plant protection and plant breeding, the testing and purification of soil, water, and air, and in the field of products, materials, and technologies used in space travel.
- 2.2 The Company is authorized to conduct all transactions that are likely to directly or indirectly promote the Company's purpose or are otherwise related thereto. In particular, the Company may establish, acquire, or participate in companies of the same type or in related industries, and establish branches, both domestically and abroad.

3 Announcements and transmission of information

- 3.1 The Company's announcements shall be published in the Federal Gazette, unless the law stipulates otherwise.
- 3.2 Information may also be transmitted to shareholders by means of remote data transmission.

Share Capital and Shares

4 Share Capital

- 4.1 The share capital of the Company amounts to EUR 39,571,452.00.
- 4.2 It is divided into

19,785,726 no-par value ordinary shares (“**Ordinary Shares**”)

and

19,785,726 no-par value non-voting preference shares (“**Preference Shares**”).

- 4.3 The terms of the Preference Shares are set out in sections 20 and 22. The approval of the preference shareholders is not required for the issue of additional preference shares, profit participation certificates, warrant bonds, convertible bonds and similar instruments which are equivalent to or have priority over the existing Preference Shares in the distribution of profits and/or Company assets.
- 4.4 In the event of a capital increase, the profit participation of new shares may be determined in deviation from Section 60 of the German Stock Corporation Act (AktG).

5 Shares

- 5.1 The shares are no-par value shares and are registered shares.
- 5.2 If, in the event of a capital increase, the resolution to increase the share capital does not specify whether the new shares are to be bearer shares or registered shares, they shall also be registered shares.
- 5.3 The form of the share certificates and the profit participation and renewal certificates shall be determined by the general partner with the approval of the supervisory board; this shall apply accordingly to other securities and bonds issued by the Company. The Company is authorised to issue share certificates representing individual shares (individual shares) or multiple shares (global shares). The shareholders' right to securitisation of their shares and profit participation is excluded to the extent permitted by law.
- 5.4 The increase and decrease of the share capital as well as the use of the capital reserve and retained earnings require the approval of the general partner.
- 5.5 The Company keeps an electronic share register. Shareholders must provide the Company with their name, address, electronic address and date of birth for entry in the share register if they are natural persons, and their company name, business address and registered office if they are legal entities or partnerships with (partial) legal capacity, as well as the number of shares and the share class (Ordinary Shares or Preference Shares) they hold in each case. The extent to which the shares belong to the person who is to be entered in the share register as the holder must also be communicated. Shareholders must inform the company immediately of any change of their data. Notices and requests to the shareholders will be sent to the address last notified to the Company.

Organisation of Company

6 Governing Bodies

- 6.1 The Company's governing bodies are:
- 6.1.1 the general partner,

6.1.2 the supervisory board,

6.1.3 the general meeting.

6.2 The Company may have an advisory board.

General Partner

7 General Partner

7.1 The personally liable partner is

Biotest Management GmbH

based in Frankfurt am Main.

7.2 The general partner holds no capital interest in Biotest GmbH & Co. KGaA. It is neither authorized nor obligated to make a capital contribution. It does not participate in the Company's results or assets (including hidden reserves) and is not entitled to any settlement balance in the event of its withdrawal from the Company.

8 Management and Representation of the Company, Reimbursement of Expenses, Remuneration

8.1 The general partner's authority is limited to assuming liability and managing the Company's business. It is not authorized to conduct business or engage in other entrepreneurial activities for its own or third-party account.

8.2 The shareholders are excluded from managing the Company's business (Section 278 para. 2 AktG in conjunction with Section 164, s. 1, half sentence 1 German Commercial Code (HGB)). The shareholders' right to object to extraordinary management measures at the general meeting pursuant to Section 278 para. 2 AktG and Section 161 para. 2 in conjunction with Section 116 para. 2 s. 1, half sentence 2 HGB is excluded. The supervisory board has the right to object to the following extraordinary management measures:

8.2.1 acquisition and disposal of land, buildings or rights equivalent to land;

8.2.2 acquisition or takeover as well as sale of assets and/or shareholdings that account for more than 30% of the previous year's balance sheet total;

8.2.3 granting pension commitments and laying down general rules for pensions;

8.2.4 general special payments to employees if they exceed 25% of the annual gross salary;

8.2.5 conclusion of settlements, provided that the settlement amount leads to a burden on the Company in the amount of at least EUR 5,000,000.00 compared to the balance sheet recognition.

8.3 The management is the responsibility of the general partner. The general partner conducts the business of the Company in accordance with the provisions of the law and these articles of association. The management authority of the general partner also includes extraordinary management measures. The general partner and her respective managing directors are

exempt from the prohibition of multiple representation under § 181 alternative 2 BGB in the case of representation.

- 8.4 The Company is represented by the general partner. The Company is represented by the supervisory board vis-à-vis the general partner.
- 8.5 The general partner shall be reimbursed by the Company for all expenses incurred in connection with the management of the Company's business, including the remuneration of its managing directors. This also includes expenses incurred in connection with the termination of the general partner's position as partner (even after this termination). The general partner generally accounts for its expenses on a monthly basis; it may demand an advance payment to an appropriate extent.
- 8.6 The general partner receives an annual remuneration of 6% of its share capital, regardless of profit or loss, for taking over the management of the Company and the liability from the Company. The decisive factor for the calculation is the share capital at the beginning of a financial year.
- 8.7 In its own interest, the Company maintains appropriate financial loss liability insurance for its executive bodies and management, in which the general partner and its executive bodies and management are also included and insured.
- 8.8 All payments received by the general partner are considered to be expenses of the Company in relation to the shareholders – regardless of any deviating tax provisions.
- 8.9 The general partner leaves the Company upon the effective date of her termination. Notice of termination must be given by registered letter. It is only permissible at the end of a financial year with a notice period of one year. The general meeting may approve the shortening of the notice period.
- 8.10 If the general partner leaves the Company or if this departure is foreseeable, the supervisory board is entitled and obliged to admit a new general partner to the Company immediately or at the time of the general partner's departure. If the general partner leaves the Company without such a new general partner having been admitted at the same time, the Company is continued by the shareholders alone on a transitional basis. In this case, the supervisory board shall immediately apply for the appointment of an emergency representative to represent the Company until a new general partner has been admitted in accordance with sentence 1 of this paragraph, in particular in the event of the acquisition, formation and/or joining of this general partner. The supervisory board is authorised to amend the wording of the Articles of Association in accordance with the change of general partner.

Supervisory Board

9 Composition, Elections and Term of Office

- 9.1 The supervisory board consists of six members. Of these, four members are elected by the shareholders in accordance with the provisions of the Stock Corporation Act (AktG) and two members by the employees in accordance with the provisions of the One-Third Participation Act (DrittelbG).

- 9.2 The supervisory board members will be elected for the period until the end of the general meeting, which resolves on the discharge of the supervisory board for the fourth financial year following the commencement of the term of office. The financial year in which the term of office begins is not counted. The general meeting may provide for a shorter term of office as part of the election of the supervisory board. Re-election is permitted.
- 9.3 If substitute members of the shareholders are elected to the supervisory board, they shall replace members of the supervisory board of the shareholders who are leaving prematurely in the order in which they are appointed, unless otherwise stipulated during the election. If a member of the supervisory board is elected in place of a leaving member, his or her office shall continue for the remainder of the term of office of the leaving member. If a substitute member takes the place of the leaving member, his or her office shall expire at the end of this general meeting, otherwise at the end of the remaining term of office of the leaving member, if a new election for the leaving member takes place at the next general meeting or the one after the next general meeting after the occurrence of the replacement event.
- 9.4 Any member of the supervisory board and any substitute member may resign from office with one month's notice by means of a written declaration to be addressed to the general partner and the chairperson of the supervisory board. The chairperson of the supervisory board declares his resignation from office to the general partner and his deputy. The general partner may agree to a shortening of the resignation period pursuant to s.1 or to the waiver of the resignation period. The right to resign from office for good cause without observing a deadline remains unaffected.

10 Chairperson and Deputy, Rules of Procedure

- 10.1 Following the general meeting, at which supervisory board members to be elected by the general meeting have been newly elected, a supervisory board meeting is held (if required), to which a special invitation is not required. At this meeting, the supervisory board elects a chairperson and a deputy chairperson from among its members and under the chairpersonship of the oldest supervisory board member in terms of age for the duration of the corresponding term of office. If only supervisory board members are re-elected or all members agree, resolutions may also be passed outside of a meeting. If the chairperson of the supervisory board or his or her deputy leaves office during the term of office, the supervisory board must immediately hold a new election in accordance with the above principles.
- 10.2 The deputy chairperson of the supervisory board only has the legal and statutory rights and duties of the chairperson if the chairperson is unable to attend. In the exercise of the office of chairperson, the deputy is not obliged to provide proof of the case of representation.
- 10.3 Declarations by the supervisory board are made on behalf of the supervisory board by the chairperson.
- 10.4 The supervisory board shall adopt its rules of procedure within the framework of the statutory provisions and those laid down by these Articles of Association.

11 Meetings

- 11.1 The supervisory board must hold two meetings in each calendar half-year. The supervisory board may decide that only one meeting is to be held per calendar half-year.
- 11.2 The chairperson of the supervisory board or, if he or she is unable to attend, his or her deputy shall convene the meetings of the supervisory board with a notice period of three weeks and shall determine the place, form and time of the meeting. The period of three weeks does not apply to convening meetings pursuant to Section 110 para. 1 AktG. When calculating the time limit, the day on which the convocation was sent and the day of the meeting are not counted. The chairperson of the supervisory board may shorten this period in urgent cases. The invitation may be issued in writing or by other means (in particular by all means of telecommunication, including fax, file sharing or e-mail) and must be sent to the relevant contact information last disclosed to the general partner. The agenda is to be announced with the invitation. The chairperson of the supervisory board chairs the meeting and determines the order of the items to be discussed and the type of voting.
- 11.3 Meetings of the supervisory board in video conferences ("**Virtual Supervisory Board Meetings**") and mixed forms of face-to-face meetings and video conferences ("**Hybrid Supervisory Board Meetings**") are also considered meetings within the meaning of the German Stock Corporation Act (AktG). Virtual Supervisory Board Meetings or Hybrid Supervisory Board Meetings may be held at the request of the chairperson of the supervisory board or with the consent of all members. In the event of an order by the chairperson of the supervisory board, the members of the supervisory board shall not have the right to object.

12 Resolutions

- 12.1 Resolutions of the supervisory board are usually passed in meetings.
- 12.2 The supervisory board has a quorum at meetings if at least half of its members, of whom it must consist in total, are present, but in any case, at least three members. Resolutions of the supervisory board shall be passed by a simple majority of the votes cast, unless otherwise required by law or provided otherwise by these Articles of Association. Abstentions and invalid votes are considered votes not cast for the majority determination. In the event of a tie, the vote of the chairperson of the supervisory board shall be decisive. This also applies to elections. In the case of resolutions passed outside of meetings, these provisions apply accordingly.
- 12.3 In the context of Virtual Supervisory Board Meetings and Hybrid Supervisory Board Meetings, resolutions can also be passed by video conference. There is no possibility of objecting to the form of resolution ordered by the chairperson of the supervisory board.
- 12.4 Members of the supervisory board who are not present or who do not participate or participate in the video conference ("**Absent**") may also participate in the passing of resolutions by having written votes submitted by members of the supervisory board who are present. A copy of the vote cast transmitted by other means (in particular by all means of telecommunication, including fax, file sharing or e-mail) shall also be deemed to have been cast in writing, if the corresponding original has been signed by the Absent supervisory board member in person. The subsequent voting of an Absent supervisory board member is possible within a reasonable period of time set by the chairperson of the supervisory board if the chairperson of the

supervisory board has ordered this resolution procedure before the vote of the supervisory board members present on the agenda item(s) concerned. The chairperson of the supervisory board may determine the form of subsequent voting (see this Section 12.4). The type of resolution and form of subsequent voting ordered by the chairperson of the supervisory board cannot be contradicted.

- 12.5 A resolution on items not listed on the agenda is only permissible if no supervisory board member present objects and the absent supervisory board members are subsequently requested to cast a vote in writing and none of the Absent supervisory board members objects to this procedure within a reasonable period of time determined by the chairperson of the supervisory board.
- 12.6 Resolutions may also be passed outside of meetings in writing, by telephone, orally or by other means (in particular by all means of telecommunication, including fax, file sharing or e-mail) or by a combination of these options, if all members are requested to vote by the chairperson of the supervisory board using the relevant contact information last disclosed to the general partner with a notice period of one week, or if all supervisory board members participate in the decision-making. In this case, the supervisory board shall have a quorum if at least half of its members, of whom it must consist in total, but in any case, at least three members participate in the adoption of the resolution by casting votes or abstaining. Abstentions and invalid votes are considered votes not cast for the majority determination. The type of resolution ordered by the chairperson of the supervisory board cannot be contradicted.
- 12.7 Minutes of the meetings of the supervisory board must be drawn up, which must be signed by the chairperson of the meeting. In the case of resolutions passed outside of meetings, the minutes must be signed by the chairperson of the supervisory board and forwarded to all members without delay. The chairperson of the supervisory board shall also forward a copy to the general partner, unless there is a special interest in secrecy vis-à-vis the general partner.
- 12.8 On behalf of the supervisory board, the chairperson shall make the declarations necessary for the implementation of the resolutions of the supervisory board, unless otherwise stipulated in the specific resolution.

13 Duty of Confidentiality and Responsibility of the Members of the Supervisory Board

- 13.1 The members of the supervisory board must maintain confidentiality about confidential information and secrets of the Company, in particular trade or business secrets, which have become known to them through their work on the supervisory board.
- 13.2 If a member of the supervisory board wishes to pass on information to third parties that cannot be ruled out with certainty that it is confidential or relates to the Company's secrets, he or she is obliged to inform the chairperson of the supervisory board in advance and give him the opportunity to comment, and supervisory board members who violate their duty are jointly and severally liable to compensate the Company for the resulting damage.

14 Supervisory Board Committees

To the extent permitted by law or the Articles of Association, the supervisory board may delegate tasks and rights incumbent upon it to its chairperson, individual members or to

committees appointed from among its members. In the event of a tie in a vote, the vote of the chairperson of the committee shall be decisive, and in the event of his absence, the vote of the deputy chairperson of the committee. In addition, the supervisory board can also regulate the procedure of any committees or leave this regulation to the committee concerned.

15 Duties and Powers of the Supervisory Board

- 15.1 The supervisory board shall perform the duties assigned to it by law, these Articles of Association and any rules of procedure for the supervisory board, and each supervisory board member shall exercise the diligence of a prudent and conscientious supervisory board member.
- 15.2 The supervisory board must monitor the management of the general partner. The supervisory board can inspect and audit the Company's books and writings as well as its assets.
- 15.3 The general partner must report regularly to the supervisory board. In addition, the supervisory board may request a report for good cause, also insofar as this relates to a business transaction at an affiliated Company that has become known to the general partner, and which may have a significant influence on the position of the Company.
- 15.4 If the Company holds a stake in its general partner, all rights of the Company arising from and in connection with this participation (such as voting rights, information rights, etc.) are exercised by the supervisory board.
- 15.5 The supervisory board is authorized to amend the Articles of Association insofar as they only affect the wording.

16 Remuneration of the Supervisory Board

- 16.1 In addition to the reimbursement of their expenses, the members of the supervisory board each receive an annual remuneration of EUR 45,000.00, payable at the end of the financial year.
- 16.2 In addition to the reimbursement of his expenses, the chairperson of the supervisory board receives annual remuneration of EUR 120,000.00 and his deputy EUR 60,000.00. For their work on a supervisory board committee, each committee member receives annual remuneration of EUR 8,000.00 for each committee membership, payable after the end of the financial year, as an ordinary committee member, EUR 30,000.00 as chairperson of the audit committee and EUR 15,000.00 as chairman of another committee.
- 16.3 Supervisory board members who are members of the supervisory board for only part of the financial year receive a lower remuneration in proportion to the time.
- 16.4 The VAT is refunded by the Company insofar as the members of the supervisory board are entitled to invoice the Company separately for the VAT and exercise this right.
- 16.5 In its own interest, the Company maintains appropriate financial loss liability insurance for its executive bodies and managers, in which the members of the supervisory board are also included and co-insured at the Company's expense.

General Meeting

17 Location and Convocation

- 17.1 The general meeting takes place at the Company's registered office, at the registered office of a German stock exchange, within a radius of 50 km from the Company's registered office or in another German city with at least 100,000 inhabitants (in-person general meeting).
- 17.2 The general partner is authorized (authorization 2025) to provide that the general meetings of the Company that take place within five years of the entry of this provision in the commercial register are held without the physical presence of the shareholders or their proxies at the location of the general meeting (virtual general meeting). All provisions of these Articles of Association for general meetings shall apply to the virtual general meeting, unless otherwise provided by law.
- 17.3 The general meetings are convened by the general partner or, in the cases provided for by law, by the persons appointed to do so. The meeting is convened by publication in the Federal Gazette. If the shareholders of the company are known by name, the general meeting may be convened by e-mail, fax or other declarations in text form (§ 126b BGB); the date of dispatch shall be deemed the date of announcement.
- 17.4 The statutory provisions apply to the convening period as amended from time to time.
- 17.5 The members of the supervisory board are entitled to participate in general meetings of the Company by means of video and audio transmission if they are unable to attend in person or only with considerable effort due to legal or health restrictions or due to their place of employment or residence abroad, or if a virtual general meeting is held. However, this does not apply to the chairperson of the meeting, provided that he or she is a member of the supervisory board.

18 Eligibility

Only those shareholders who are entered in the Company's share register and have registered in good time prior to the general meeting are entitled to attend the general meeting and exercise their voting rights. The registration must be received by the Company in German or English at the address stated in the invitation no later than six days before the general meeting. The convocation may provide for a shorter period of time measured in days. The date of receipt of the registration and the day of the general meeting are not to be counted in the calculation of the deadline. Section 121 (7) AktG also applies.

19 Chair of the Annual General Meeting

- 19.1 The general meeting is chaired by the chairperson of the supervisory board or another supervisory board member designated by him. In the event that neither the chairperson of the supervisory board nor a member of the supervisory board appointed by him or her takes over the chairpersonship, the chairperson of the meeting is elected by resolution of the supervisory board.
- 19.2 The chairperson chairs the general meeting. It determines the order in which the items on the agenda are dealt with and the form and order of the votes. It may limit the shareholders' right to

ask questions and speak for an appropriate period of time. In particular, at the beginning of the general meeting or during its course, it may set a time frame for the complete course of the general meeting, for individual agenda items or for individual speakers or questioners.

20 Voting Rights and Decision-making

- 20.1 Each Ordinary Share grants one vote.
- 20.2 The holders of the Preference Shares are not entitled to any voting rights. However, to the extent that the holders of the Preference Shares are required by law to have voting rights, each Preference Share grants one vote.
- 20.3 The general meeting passes its resolutions by a simple majority of the votes cast and, if a majority of capital is required, by a simple majority of the share capital represented at the time of the resolution, unless the law or the Articles of Association stipulate otherwise.
- 20.4 If a simple majority of votes is not achieved in elections in the first round, a run-off election takes place between the two persons who received the highest number of votes. If the number of votes is equal in the second ballot, the decision is made by lot.
- 20.5 Insofar as the resolutions of the general meeting require the approval of the general partner, the general partner shall declare at the general meeting whether the resolutions are approved or rejected. In this case, the declarations must be included in the minutes of the general meeting. Approvals or authorisations given outside the general meeting remain permissible.
- 20.6 Voting rights at the general meeting may be exercised by proxy. The granting of the power of attorney, its revocation and the proof of the power of attorney vis-à-vis the Company must be in text form. Deviations may be stipulated in the convening of the general meeting. Section 135 AktG remains unaffected.
- 20.7 The general partner is authorised to provide that shareholders may exercise their votes in whole or in part in writing or by means of electronic communication, even without attending the meeting in person or through a representative (postal vote). The general partner is also authorised to make provisions on the procedure. These will be announced when the general meeting is convened.

21 Advisory Board

- 21.1 The Company may have an advisory board, which has an advisory function and a function for closer contact with science, research and business. The general meeting shall determine further details by resolution.
- 21.2 The resolution of the general meeting is passed by a simple majority of the votes cast.

Annual Financial Statements and Appropriation of Profits

22 Financial Year, Annual Financial Statements and Appropriation of Profits

- 22.1 The financial year is the calendar year.

- 22.2 The general partner must prepare the annual financial statements and, if required by law, the management report for the past financial year within the statutory deadlines and, if there is an obligation to audit or a voluntary audit has been decided, submit it to the auditor. The same applies to the consolidated financial statements and any group management report, insofar as the Company is subject to group accounting. When preparing the annual financial statements, the general partner may allocate part of the annual profit, but no more than half of the annual profit, to other retained earnings.
- 22.3 The general partner has to submit the annual financial statements and, if applicable, the management report as well as, if applicable, the group financial statements and the group management report to the supervisory board immediately after preparation – in the event of an audit, immediately after receipt of the audit report – together with the auditor's report and the proposal for the appropriation of the net retained profit. The supervisory board reports on the results of its review in writing to the general meeting.
- 22.4 Immediately after receipt of the supervisory board's report on the result of its audit, the general partner must convene the general meeting, which must take place within the first eight months of the financial year.
- 22.5 The general meeting resolves on the adoption of the annual financial statements. The resolution requires the consent of the general partner. When approving the annual financial statements, to the extent permitted by law, the amount paid by the general partner in accordance with Section 22.2 s. 3, but not more than half of the net profit for the year, must be allocated to other retained earnings. In addition, the general meeting decides on the appropriation of profits.
- 22.6 The Preference Shares will receive a preference dividend of EUR 0.04 per share from the annual retained profit.
- 22.7 If the retained profit of one or more financial years is not sufficient for the advance distribution of at least EUR 0.04 per share on the Preference Shares, the missing amounts without interest will be paid out of the retained profit of the following financial years, after the distribution of the profit share to the Preference Shares for these financial years and before the distribution of a dividend to the Ordinary Shares. The right to additional payment is part of the profit share of the financial year from whose retained profit the additional payment on the Preference Shares is granted.
- 22.8 After the distribution of the preference dividends of EUR 0.04 per share on the Preference Shares (Section 22.6) and subsequent payment of any arrears of profit shares from previous years (Section 22.7), the remaining retained profit will initially be used to pay a share of the Ordinary Shares up to EUR 0.03 per share. After the distribution of a profit share of EUR 0.03 per share to the Ordinary Shares, Preference Shares and Ordinary Shares participate in a further profit distribution in proportion to their pro rata amounts of the share capital in such a way that the Preference Shares receive an additional dividend of EUR 0.02 per share in addition to the dividend attributable to Ordinary Shares.

- 22.9 To the extent that the Company has issued profit participation certificates and the holders of the profit participation certificates are entitled to a distribution from the retained profit, the shareholders' claim to this part of the retained profit is excluded (Section 58 para. 4 AktG).
- 22.10 At the end of a financial year, the general partner may, with the consent of the supervisory board, distribute an advance dividend to the shareholders within the framework of Section 59 AktG.
- 22.11 The general partner does not participate in the Company's earnings (see Section 7.2). Sections 8.5 to 8.7 and the regulations made on the basis of them remain unaffected.

Final provisions

23 Partial invalidity

Should a provision of this Articles of Association or a future provision of this Articles of Association be wholly or partially invalid or unenforceable or should subsequently lose its effectiveness or feasibility, this shall not affect the validity of the remainder of the Articles of Association. The same applies if there is a gap in the Articles of Association. Instead of the invalid or impracticable provision to fill the gap, an appropriate provision shall apply which – as far as legally possible – comes as close as possible to what the shareholders wanted or would have wanted according to the spirit and purpose of the Articles of Association, provided that they had taken the point into account when passing resolutions on the Articles of Association or the supplement. This also applies if the invalidity of a provision is based, for example, on a measure of performance or time (deadline or deadline) standardised in the statutes; in such cases, a legally permissible measure of performance or time that comes as close as possible to what was intended takes the place of what has been agreed.

24 Determination regarding Change of Legal Form, Provision of Share Capital

The share capital available at the time of the conversion of the Company into a partnership limited by shares was provided in full by changing the legal form of the legal entity of its previous legal form, Biotest Aktiengesellschaft with its registered office in Dreieich.

25 Foundation Costs

The Company will bear the start-up costs in relation to the conversion of the legal entity of its previous legal form, Biotest Aktiengesellschaft with its registered office in Dreieich, into Biotest GmbH & Co. KGaA in the total amount of up to EUR 400,000.00.